

DAVID L. JORDAN (SBN 203457)
dljordan@grsm.com
 EDWARD ROMERO (SBN 148495)
eromero@grsm.com
 GORDON REES SCULLY MANSUKHANI, LLP
 275 Battery Street, Suite 2000
 San Francisco, CA 94111
 Telephone: (415) 875-3323
 Facsimile: (415) 986-8054

Attorneys for PLAINTIFF AND COUNTER-DEFENDANT
 GOOD TIMES RESTAURANTS, LLC AND
 THIRD PARTY DEFENDANT VIKRAM BHAMBRI

UNITED STATES DISTRICT COURT
 FOR THE NORTHERN DISTRICT OF CALIFORNIA

GOOD TIMES RESTAURANTS, LLC, a)
 California limited liability company,)
 Plaintiff,)
 v.)
 SHINDIG HOSPITALITY GROUP LLC,)
 an Illinois limited liability company; and)
 DOES 1-10,)
 Defendant.)

SHINDIG HOSPITALITY GROUP LLC,)
 an Illinois limited liability company)
 Counter-Plaintiff,)
 v.)
 GOOD TIMES RESTAURANTS, LLC, a)
 California limited liability company,)
 Counter-Defendant.)

Case No. 3:21-cv-07688 AGT

**AMENDED NOTICE OF MOTION AND
 MOTION OF COUNTER-DEFENDANT
 GOOD TIMES, LLC AND THIRD PARTY
 DEFENDANT VIKRAM BHAMBRI TO
 DISMISS PORTIONS OF THE
 COUNTERCLAIM OF SHINDIG
 HOSPITALITY GROUP, LLC**

Date: Friday, March 25, 2022
 Time: 10:00 a.m.
 Courtroom: A – 15th Floor
 [The Honorable Alex G. Tse]

TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

PLEASE TAKE NOTICE that on Friday, March 25, 2022 at 10:00 a.m., or as soon thereafter as the matter can be heard before the Honorable Alex G. Tse in Courtroom A, 15th Floor of the United States District Court for the Northern District of California, located at 450 Golden Gate Avenue, San Francisco, California 94102, counter-defendant Good Times Restaurant, LLC (“Good Times”) and Third Party defendant Vikram Bhambri (“Bhambri”) will, and hereby do, move to dismiss the Second, Third, Fifth, Sixth and Seventh Claims for Relief to the counterclaim and Third Party complaint of Shindig Hospitality Group, LLC (“Shindig”) which Shindig collectively refers to in its pleading as the “Counterclaim.”

The Motion to Dismiss (the “Motion”) is made pursuant to Rule 12(b)(6) of the Federal Rules of Civil Procedure on the grounds that the Consulting and Licensing Agreement alleged in the Counterclaim is not a franchise agreement. As such, the Counterclaim fails to state a claim upon which relief can be based for violation of (i) the California Franchise Investment Law as asserted in the Second Claim for Relief; (ii) the California Unfair Competition Law (the “UCL”) as asserted in the Fifth Claim for relief; the California Franchise Relations Act as asserted in the Sixth Claim for Relief; and the Illinois Franchise Disclosure Act as asserted in the Seventh Claim for Relief.

Good Times and Bhambri further move, under Rule 12(b)(6) to dismiss the Third Claim for Relief for Breach of Fiduciary duty because it fails to state a claim upon which relief can be granted.

Good Times and Bhambri will further move to dismiss, under Rule 12(b)(6), the Eighth Claim for Relief for fraudulent misrepresentation because it fails to state a claim upon which relief can be granted.

This Motion is based on this Amended Notice of Motion and Motion, the accompanying Memorandum of Points and Authorities; all pleadings on file in this matter

1 and the arguments of counsel and all other matters that may be presented to the Court at
2 the time of the hearing of this Motion.

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5 Dated: February 15, 2022

GORDON REES SCULLY MANSUKHANI, LLP

6 By:



7 David L. Jordan

8 Edward Romero

9 Attorneys for PLAINTIFF AND COUNTER-
10 DEFENDANT GOOD TIMES RESTAURANTS,
11 LLC and THIRD PARTY DEFENDANT
12 VIKRAM BHAMBRI
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CERTIFICATE OF SERVICE

I hereby certify that on February 15, 2022, I electronically transmitted the attached document to the Clerk's Office using the CM/ECF System for filing and transmittal of a Notice of Electronic Filing to the CM/ECF registrants.

/s/ David L. Jordan

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